

FILED

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FILED  
CLERK OF COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
BY *[Signature]*

10 Attorneys for Defendant,  
11 Daniel Harrow

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 SOUTHERN DIVISION

15 CHRISS STREET,

16 Plaintiff,

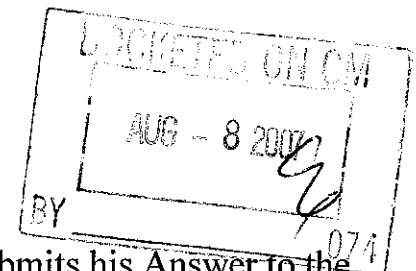
17 v.

18 DANIEL HARROW, DOES 1 through 25,  
19 inclusive,

20 Defendants.

CASE NO. SACV07-829JVS (ANx)

**ANSWER TO COMPLAINT FOR  
DAMAGES FOR (1) BREACH OF  
CONTRACT; (2) FRAUD; (3)  
INTENTIONAL INTERFERENCE  
WITH ECONOMIC RELATIONS;  
(4) NEGLIGENT INTERFERENCE  
WITH ECONOMIC RELATIONS;  
AND (5) CONSPIRACY**



21 Defendant, Daniel Harrow, ("Defendant"), hereby submits his Answer to the  
22 Complaint of Chriss Street, an individual ("Plaintiff"), as follows. Defendant:  
23

24 1. Lacks knowledge or information sufficient to form a belief as to the truth  
25 of the allegations contained in paragraph 1, and on that basis denies the allegations.  
26  
27  
28

ANSWER TO COMPLAINT  
**ORIGINAL**

4

2. Admits the allegations contained in paragraph 2.

3. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3, and on that basis denies the allegations.

4. Denies the allegations contained in paragraph 4.

5. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5, and on that basis denies the allegations.

6. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6, and on that basis denies the allegations.

7. Denies the allegations contained in paragraph 7.

8. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8, and on that basis denies the allegations.

9. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9, and on that basis denies the allegations.

10. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10, and on that basis denies the allegations.

11. Repeats the corresponding admissions and denials of paragraphs 1 through 10 herein.

12. Denies the allegations contained in paragraph 12.

13. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13, and on that basis denies the allegations.

14. Denies the allegations contained in paragraph 14.

15. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15, and on that basis denies the allegations.

1       16. Repeats the corresponding admissions and denials of paragraphs 1  
2 through 15 herein.

3       17. Denies the allegations contained in paragraph 17.

4       18. Denies the allegations contained in paragraph 18.

5       19. Lacks knowledge or information sufficient to form a belief as to the truth  
6 of the allegations contained in paragraph 19, and on that basis denies the allegations.  
7

8       20. Denies the allegations contained in paragraph 20.

9       21. Denies the allegations contained in paragraph 21.

10       22. Repeats the corresponding admissions and denials of paragraphs 1  
11 through 21 herein.

12       23. Denies the allegations contained in paragraph 23.

13       24. Denies the allegations contained in paragraph 24.

14       25. Lacks knowledge or information sufficient to form a belief as to the truth  
15 of the allegations contained in paragraph 25, and on that basis denies the allegations.  
16

17       26. Denies the allegations contained in paragraph 26.

18       27. Denies the allegations contained in paragraph 27.

19       28. Repeats the corresponding admissions and denials of paragraphs 1  
20 through 27 herein.

21       29. Denies the allegations contained in paragraph 29.

22       30. Denies the allegations contained in paragraph 30.

23       31. Denies the allegations contained in paragraph 31.

24       32. Repeats the corresponding admissions and denials of paragraphs 1  
25 through 31 herein.  
26  
27  
28

1 33. Denies the allegations contained in paragraph 33.

2 34. Denies the allegations contained in paragraph 34.

3 35. Denies the allegations contained in paragraph 35.

4 36. Denies the allegations contained in paragraph 36.

5 37. Lacks knowledge or information sufficient to form a belief as to the truth  
6 of the allegations contained in paragraph 37, and on that basis denies the allegations.  
7

8 38. Denies the allegations contained in paragraph 38.

9 39. Denies the allegations contained in paragraph 39.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 (Failure to State a Cause of Action)

13  
14 The Complaint, and each and every cause of action therein, fails to state a cause  
15 of action upon which relief can be granted. Accordingly, the First, Second, Third,  
16 Fourth, and Fifth causes of action of the Complaint should be dismissed.

17 **SECOND AFFIRMATIVE DEFENSE**

18 (Failure to State a Prayer Upon Which Relief May Be Granted)

19  
20 The Complaint, and each and every cause of action therein, fails to state a  
21 prayer upon which relief can be granted. Accordingly, the First, Second, Third,  
22 Fourth, and Fifth causes of action of the Complaint should be dismissed.

23 **THIRD AFFIRMATIVE DEFENSE**

24 (Consent; Ratification)

25 The Complaint, and each cause of action therein, is barred because Plaintiff  
26 consented to and/or ratified the alleged conduct of Defendant.  
27  
28

**FOURTH AFFIRMATIVE DEFENSE**

(Inadequate Notice of Alleged Breach)

The Complaint, and each cause of action therein, is barred in that Plaintiff gave Defendant no or inadequate notice of any purported breach of contract within a reasonable time after the purported breach and/or knowledge thereof.

**FIFTH AFFIRMATIVE DEFENSE**

(Statute of Limitations)

Each cause of action therein, is barred by the Statute of Limitations. Accordingly, the First, Second, Third, Fourth, and Fifth Causes of Action of the Complaint should be dismissed.

**SIX AFFIRMATIVE DEFENSE**

(Excuse)

Any duty of Defendant has been excused by Plaintiff's breach of condition precedent, prevention, frustration of purpose and/or acceptance.

**SEVENTH AFFIRMATIVE DEFENSE**

(Waiver)

Plaintiff is barred in whole or in part by the doctrine of waiver to assert the causes of action in the Complaint against Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

(Estoppel)

Defendant is estopped from asserting the causes of action alleged in the Complaint against Defendant.



**NINTH AFFIRMATIVE DEFENSE**

(Laches)

Plaintiff is barred in whole or in part by the equitable doctrine of laches from asserting the causes of action alleged in the Complaint against Defendant.

**TENTH AFFIRMATIVE DEFENSE**

(Unclean Hands)

Plaintiff is barred in whole or in part by the equitable doctrine of unclean hands to assert the claims alleged in Complaint against Defendant.

**ELEVENTH AFFIRMATIVE DEFENSE**

(Performance)

Defendant has fully performed each and every obligation required under any contract entered into between the parties.

**TWELFTH AFFIRMATIVE DEFENSE**

(Failure to Mitigate)

Plaintiff has failed to mitigate its damages, thus barring or proportionately diminishing his recovery, if any, as alleged in the Complaint against Defendant.

**THIRTEENTH AFFIRMATIVE DEFENSE**

(Set-Off)

To the extent that Plaintiff establishes any liability in damages against Defendant, which liability and damages Defendant denies, Defendant is entitled to an offset against such damages by reason of Plaintiff's breach of contract as set forth in the Complaint.

1 **FOURTEENTH AFFIRMATIVE DEFENSE**

2 (Damages Not Proximately Caused by Defendant)

3 Defendant alleges that the causes of action are barred because all damages  
4 suffered by Plaintiff, if any, were not caused by any conduct or inaction of Plaintiff.

5 **FIFTEENTH AFFIRMATIVE DEFENSE**

6 (Negligence)

7 Defendant alleges that the causes of action are barred because all damages, if  
8 any, sustained or suffered Plaintiff were proximately caused by the negligent conduct  
9 of Plaintiff.

10 **SIXTEENTH AFFIRMATIVE DEFENSE**

11 (No Reliance)

12 Defendant alleges that the causes of action are barred because Plaintiff did not  
13 rely on the alleged misrepresentations.

14 Dated: August 1, 2007

15 BLAKELEY & BLAKELEY LLP

16  
17 By: 

18 Scott E. Blakeley

19 Counsel for Defendant, Daniel  
20 Harrow

DECLARATION OF SERVICE

The undersigned certifies and declares as follows:

I am employed in the City of Newport Beach and County of Orange, in the State of California. I am over the age of 18 and not a party to the within action. I am employed by Blakeley & Blakeley LLP, whose business address is 1000 Quail Street, Suite 200, Newport Beach, California 92660.

On August 1, 2007, I served the forgoing document described as:

**ANSWER TO COMPLAINT FOR DAMAGES FOR (1) BREACH OF CONTRACT; (2) FRAUD; (3) INTENTIONAL INTERFERENCE WITH ECONOMIC RELATIONS; (4) NEGLIGENCE INTERFERENCE WITH ECONOMIC RELATIONS; AND (5) CONSPIRACY**

on the interested parties in this action ☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

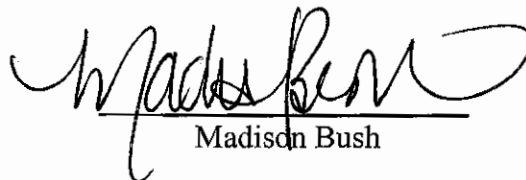
**SEE ATTACHED SERVICE LIST**

☒ **BY FEDERAL EXPRESS**

☒ I deposited such envelope in a Federal Express drop box or other facility maintained by Federal Express at Newport Beach, California. The envelope was mailed with postage thereon fully prepaid.

☒ I am readily familiar with Blakeley & Blakeley's practice of collecting and processing correspondence for mailing. Under that practice the envelope would be deposited with Federal Express on that same day with postage thereon fully prepaid at Newport Beach, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit of mailing in affidavit.

☒ I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on August 1, 2007, at Newport Beach, California.

  
Madison Bush



**SERVICE LIST:**

**COUNSEL FOR PLAINTIFF**

PHILLIP B. GREER

LAW OFFICES OF PHILLIP B. GREER

1280 Bison Road B9-531

Newport Beach, CA 92660